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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

TRADELINE ENTERPRISES PVT.,
LTD,

Plaintiff,

v.

JESS SMITH & SONS COTTON,
LLC; and J.G. BOSWELL
COMPANY,

Defendants.

Case No. 2:15-cv-08048-JAK (RAOx)

**DEFENDANTS JESS SMITH &
SONS COTTON, LLC'S AND J. G.
BOSWELL COMPANY'S JOINT
OPPOSITION TO MOTION TO
WITHDRAW AS PLAINTIFF'S
COUNSEL**

Hearing:

Date: September 30, 2019

Time: 9:30 a.m.

Dept: 10B

Judge: John A. Kronstadt

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1 **I. INTRODUCTION**

2 Quinn Emanuel attempts to portray its motion to withdraw as counsel for
3 Tradeline as a brief, easy routine motion. But it is far from that.

4 Defendants Jess Smith & Sons Cotton LLC (“Jess Smith”) and J.G. Boswell
5 Company (“Boswell”) compelled Tradeline’s underlying antitrust claims in this
6 action to arbitration, and then obtained a complete defense verdict once there. The
7 arbitration tribunal ordered Tradeline to pay almost \$9 million in fees and costs,
8 including almost \$6 million to Defendants. Tradeline has not paid a single cent of
9 that award.

10 Because Tradeline failed to satisfy the judgment, Defendants brought a
11 motion to add the litigation funder who funded Tradeline’s meritless action to the
12 judgment based on the argument that (1) Tradeline and its counsel had committed
13 fraud on the Tribunal during the arbitration, and (2) the litigation funder controlled
14 the litigation. In response, the Court authorized Defendants to engage in post-
15 judgment discovery to determine, at the very least, the identity of Tradeline’s
16 funder. Defendants served that discovery on Quinn Emanuel as Tradeline’s
17 counsel, and Quinn Emanuel responded with objections only which have
18 completely prevented Defendants from determining the funder’s identity.

19 This motion appears to be a further effort by Tradeline and its funder to avoid
20 having to produce Tradeline documents in Quinn Emanuel’s possession, custody,
21 and control in post-judgment discovery authorized by this Court regarding the
22 litigation funding of Tradeline’s baseless antitrust conspiracy case. As shown
23 below, none of Quinn Emanuel’s four stated reasons for withdrawal constitute
24 required good cause. In short, this motion is just the latest effort to frustrate
25 Defendants’ efforts to enforce their judgment. It should be denied.

26 **II. BACKGROUND**

27 Quinn Emanuel’s motion does not discuss the significant factual and
28 procedural background since this Court entered judgment against Tradeline and in

1 favor of Jess Smith and Boswell. The Court should consider this extensive
2 background when ruling on Quinn Emanuel's instant motion.

3 During the underlying international arbitration, after Tradeline stated that it
4 had no assets, Jess Smith and Boswell, believing that Tradeline's antitrust
5 conspiracy claim lacked any possible shred of merit, applied for an order requiring
6 Tradeline to post security for their costs. On November 10, 2017, in response to
7 Jess Smith's and Boswell's application, Tradeline's counsel represented that
8 "pursuant to the funding agreement between Tradeline and its funder, the funder is
9 obliged to reimburse Tradeline for any award of reasonable costs that Tradeline is
10 obliged to pay in these proceedings." The tribunal denied the motion for security
11 based on this material representation. Woods Decl., ¶¶ 2-3.

12 On April 10, 2018, the tribunal issued a unanimous final award in favor of
13 Jess Smith and Boswell, finding that Tradeline failed to establish its antitrust claims
14 against them. The tribunal also awarded them attorneys' fees and costs, finding:
15 "Tradeline's advisors and funders must also have appreciated the tenuous nature of
16 the asserted claims" and "anything other than an order for Tradeline to bear the
17 unwarranted costs it imposed on Respondents would be tantamount to an invitation
18 to bring high value, potentially meritless claims, in the hope of achieving an *in*
19 *terrorem* settlement." As a result, the tribunal awarded Jess Smith and Boswell
20 \$3,525,000 and \$2,219,000, respectively, plus compound interest on those amounts
21 at the rate of 6% every six months. On August 2, 2018, over Tradeline's objection,
22 the Court confirmed the arbitration award and entered judgment in favor of Jess
23 Smith and Boswell in the amounts ordered by the tribunal. Dkt. 87; Woods Decl.,
24 ¶¶ 4-5 .

25 To attempt to enforce this Court's judgment, on December 19, 2018, Jess
26 Smith and Boswell jointly filed a motion to amend the judgment to add Arrowhead
27 Capital, whom they understood to be Tradeline's litigation funder. as a judgment
28 debtor. Dkt. 96. Tradeline filed an opposition on February 7, 2019. The opposition

1 papers included a declaration from Mark Jacobs, who declared that Arrowhead
2 Capital did not have any connection to the litigation but his declaration and the
3 opposition did not identify the funder. Dkt. 102. Tradeline also argued that the
4 Court should defer ruling on the motion to amend the judgment until the conclusion
5 of its appeal of the judgment. Dkt. 102 at p 5, 12; Woods Decl., ¶ 6. Jess Smith
6 and Boswell filed a joint reply on February 21, 2019. Dkt. 102.

7 This Court heard oral argument on the motion on April 1, 2019. During the
8 hearing, counsel for Tradeline stated that Quinn Emanuel represented “the funder
9 and the plaintiff for purposes of this motion.” April 1, 2019 Transcript, 5:14-24. In
10 response, counsel for Jess Smith stated that it was difficult to understand “how
11 Tradeline has any interest in opposing this motion.” *Id.* at 14:15-21; Woods Decl.,
12 ¶ 7.

13 On April 2, 2019, the Court ordered the parties to file a joint report regarding
14 any informal procedures that could streamline the issues presented by the motion,
15 including post-judgment discovery. Specifically, the Court ordered the parties to
16 state, among other things, “whether the identity of the person(s) or entit(ies) that
17 funded Plaintiff’s litigation of this matter will be disclosed... .” Dkt. 106; Woods
18 Decl., ¶ 8.

19 On April 3, 2019, counsel for Tradeline sent an email to counsel for Jess
20 Smith stating that Tradeline’s funder was willing to provide the two funding
21 agreements with Tradeline, with the financial terms of the agreements redacted, on
22 condition that the parties executed a non-disclosure agreement. Woods Decl., ¶ 9.
23 Counsel for Jess Smith responded via email later on April 3, 2019, inviting the
24 funder’s draft of the proposed non-disclosure agreement and the production of the
25 two funding agreements. Woods Decl., ¶ 10.

26 Counsel proceeded with a meet-and-confer conference call the following day.
27 After some disagreement, the parties filed their joint report on April 8 informing the
28 Court of the developments. Dkt. 110; Woods Decl., ¶¶ 11-13.

1 On April 15, 2019, the Court issued a minute order on the joint motion to
2 amend the judgment, deferring to add Tradeline's funder to the judgment and
3 granting the request for post-judgment discovery. Dkt. 111. The Court's order
4 specifically authorized Jess Smith and Boswell to conduct post-judgment discovery.
5 Dkt. 111 at 5-6. In doing so, the Court reasoned that "[w]ithout more detailed
6 information presented in the context of a request to add a specific funder, a
7 determination cannot be made regarding whether the circumstances present in this
8 action justify amended the judgment." Dkt. 111 at 6. The Court then held that Jess
9 Smith and Boswell could renew their motion "if appropriate, on the basis of
10 relevant information obtained through appropriate discovery." Dkt. 111 at 6.

11 On April 23, 2019, counsel for Tradeline forwarded a draft non-disclosure
12 agreement to facilitate the production of Tradeline's funding agreements. The draft
13 agreement did not comport with this Magistrate Judge Oliver's model protective
14 order and was the type of non-disclosure agreement typically used in corporate
15 transactions. Woods Decl., ¶ 14. On April 25, 2019, Jess Smith and Boswell
16 jointly served 11 post-judgment requests for production of documents to Tradeline.
17 Woods Decl., ¶ 15.

18 On April 30, 2019, counsel for Jess Smith and Boswell provided their joint
19 comments to the draft non-disclosure agreement, recommending incorporating the
20 applicable provisions from Magistrate Judge Oliver's model protective order, which
21 the Court's standing order directs the parties to use. Jess Smith and Boswell also
22 provided a comparison between their suggested changes to the draft non-disclosure
23 agreement and the applicable provisions from Magistrate Judge Oliver's model
24 protective order. Woods Decl., ¶ 16.

25 On May 15, 2019, counsel for Jess Smith and Boswell followed up on their
26 comments to the draft non-disclosure agreement. Counsel for Tradeline responded
27 the same day, stating that the funder no longer intended to voluntarily produce the
28

1 funding agreements, ostensibly because Jess Smith and Boswell had served formal
2 document requests. Woods Decl., ¶ 17.

3 Tradeline then served objection-only responses to the requests for production
4 on May 31, 2019. Counsel for Jess Smith and Boswell sent a meet-and-confer
5 letter to counsel for Tradeline on June 7, explaining why each of the objections
6 were improper and demanding that Tradeline provide substantive responses and
7 responsive documents. Counsel for the parties held a telephonic meet-and-confer
8 on June 17 to discuss these issues further. Woods Decl., ¶¶ 18-19.

9 On July 2, 2019, the Ninth Circuit unanimously affirmed the judgment
10 entered by this Court. Dkt. 112. The Ninth Circuit's affirmance came less than a
11 month following the oral argument and required only a two-page Memorandum
12 Opinion. Woods Decl., ¶ 20. In other words, the Ninth Circuit gave short shrift to
13 Tradeline's appellate arguments.

14 Tradeline served amended objections and responses to the requests for
15 production on July 8 and a privilege log on July 11. The amended responses
16 included a substantive response to only 1 out of the 11 requests, stating Tradeline
17 did not have any responsive documents, and maintained objection-only responses to
18 the other 10 requests, including the request asking for the funding agreements.
19 Woods Decl., ¶ 21.

20 The parties executed and Magistrate Judge Oliver entered a stipulated
21 protective order on July 15. Dkt. 114; Woods Decl., ¶ 22.

22 On July 25, counsel for Jess Smith and Boswell sent a joint follow up meet-
23 and-confer letter to counsel for Tradeline. Woods Decl., ¶ 23.

24 Because Tradeline had not produced any documents and had maintained that
25 it would not do so, the parties were at an impasse. On August 5, counsel for the
26 parties scheduled an informal discovery conference with Magistrate Judge Oliver
27 for August 23. Woods Decl., ¶ 24.

28

1 On August 12, counsel for Tradeline wrote an email stating that his firm no
 2 longer represented Tradeline's litigation funder in these post-judgment proceedings.
 3 This was the first time Quinn Emanuel had so notified counsel for Jess Smith and
 4 Boswell of this position. Woods Decl., ¶ 25.

5 On August 21, two days before the informal discovery with Magistrate Judge
 6 Oliver, counsel for Tradeline wrote an email stating that his firm's "representation
 7 of Tradeline is also not ongoing" pursuant to the terms of their retention agreement.
 8 This was the first time Quinn Emanuel had informed Jess Smith and Boswell of this
 9 development. Immediately after receiving that email, counsel for Boswell wrote a
 10 response explaining that counsel for Tradeline remains as the attorneys of record
 11 unless and until Tradeline substitutes new counsel or this Court approves a
 12 withdrawal. Woods Decl., ¶¶ 26-27.

13 Counsel for the parties proceeded with the informal discovery conference on
 14 August 23. At the outset, Magistrate Judge Oliver explained that she was inclined
 15 to continue the conference to allow counsel for Tradeline to file a motion to
 16 withdraw. Counsel for Jess Smith and Boswell responded that the threatened
 17 motion to withdraw was just the latest attempt by Tradeline, with the assistance of
 18 its counsel, to prevent enforcement of this Court's judgment and the post-judgment
 19 discovery already authorized by this Court. Woods Decl., ¶¶ 28-31. Ultimately,
 20 Magistrate Judge Oliver continued the conference until after Quinn Emanuel filed
 21 and the Court addressed this withdrawal motion by Tradeline's counsel. Dkt. 117.

22 As of the date of this opposition, the amount of the judgment with interest
 23 now amounts to approximately \$3,739,672 owed to Jess Smith and \$2,354,137
 24 owed to Boswell. Dkt. 77 at 4-5; Woods Decl., ¶ 4.

25 **III. JESS SMITH AND BOSWELL WILL BE PREJUDICED IF THE** 26 **COURT GRANTS THE MOTION**

27 As Jess Smith and Boswell showed in their motion to amend the judgment,
 28 this Court has the power and authority to amend its judgment to add judgment

1 debtors if a non-party controlled the underlying litigation or committed a fraud on
2 the Court to limit the number of debtors named in the judgment. Dkt. 96-1 at
3 16:20-23 citing *In re Levander* 180 F.3d 1114, 1120-21 (9th Cir. 1999).

4 The motion represents only the latest fraud on the Court dating back to
5 counsel for Tradeline's representation to the tribunal during the international
6 arbitration proceedings. The conduct of Tradeline, aided by its counsel, along with
7 its funder has been strategically designed to obfuscate the identity of the funder and
8 the facts regarding the funder's role in this case, all to prevent Jess Smith and
9 Boswell from adding the funder as a responsible judgment debtor. Since this Court
10 entered judgment in favor of Jess Smith and Boswell, Tradeline's counsel has made
11 every effort to prevent them from conducting post-judgment discovery to add the
12 funder to the judgment and test the representation in November 2017 that "the
13 funder is obliged to reimburse Tradeline for any award of reasonable costs" against
14 it." These repeated acts constitute a concerted effort to keep Tradeline as the sole,
15 insolvent judgment debtor available to Jess Smith and Boswell.

16 Without limitation, and as more fully set forth above, in the Court's record,
17 and in Mr. Woods' supporting declaration, the acts by Tradeline's counsel include:
18 (1) representing both Tradeline and the funder for purposes of opposing the motion
19 to amend the judgment but now claiming a conflict between those parties; (2)
20 agreeing to informally produce the funding agreements and then reneging on that
21 agreement; (3) refusing to identify the funder; (4) providing objection-only
22 responses to 10 out of 11 of the joint requests for production, including the requests
23 for the funding agreements and for the communications between Tradeline and the
24 funder about control of the case; and (5) delaying the informal discovery
25 conference by informing Magistrate Judge Oliver that their representation of
26 Tradeline has terminated and that they intend to withdraw as counsel two days
27 before Judge Oliver could rule on Tradeline's objection-only responses and refusal
28 to produce responsive documents. These are only the most glaring examples.

1 Because Tradeline and its counsel have repeatedly refused to produce any
2 documents, Jess Smith and Boswell have been unable to pursue further their motion
3 to add the litigation funder as a judgment debtor. Because Tradeline and its counsel
4 have stated that Arrowhead Capital, LLC is not the funder while also refusing to
5 identify the true funder, Jess Smith and Boswell have been and continue to be
6 unable to serve a subpoena for the production of documents to the funder.
7 Tradeline itself is an insolvent company based in Chennai, India.

8 Quinn Emanuel has the requested documents, including the critical funding
9 agreements. As a result, Tradeline is in possession, custody, and control of these
10 documents. If the Court grants the motion now, Quinn Emanuel will be able to
11 continue to refuse to produce the requested documents in its possession and Jess
12 Smith and Boswell will be unable to identify the funder, obtain the funding
13 agreements, and the conduct the remainder of the post-judgment discovery that this
14 Court authorized.

15 **IV. THERE IS NOT GOOD CAUSE TO GRANT THE MOTION**

16 None of the four reasons set forth in the motion demonstrate good cause to
17 grant it.¹

18 **A. There Is No Conflict Between Tradeline And The Funder**

19 There is no conflict between Tradeline and its funder and, even if there was,
20 it does not support a good cause showing for a withdrawal because the alleged
21 conflict has existed for nine months at a minimum.

22 Tradeline's counsel argues that, since the Ninth Circuit affirmed the
23 judgment, an actual conflict of interest has arisen because Tradeline would benefit
24 if the funder became a judgment debtor. Tradeline cites no authority to support the
25 argument that these facts constitute an actual conflict so as to justify the withdrawal
26

27 ¹ Tradeline's counsel also did not show that the moving papers were served on
28 Tradeline as required by law. *Cal. Rules of Court, Rule 3.1362(d)(2)*

1 sought and the stated facts do not provide good cause for the requested withdrawal.
2 Quinn Emanuel did not raise this issue until six weeks after the Ninth Circuit
3 decision and did so only two days before the informal discovery conference with
4 Magistrate Judge Oliver.

5 On August 12, Tradeline's counsel confirmed that they no longer represented
6 the funder. As such, no actual conflict exists because there is no joint
7 representation between Tradeline and its funder. Moreover, Tradeline's counsel
8 only represented the funder for purposes of opposing the joint motion to amend the
9 judgment. April 1, 2019 Transcript, 5:14-24.

10 Furthermore, to the extent that a conflict exists, this alleged conflict has
11 existed since Jess Smith and Boswell applied to the arbitration tribunal for security
12 for costs in late 2017. Since the inception of this case in October 2015, Tradeline
13 has represented under oath that it was and is insolvent. Thus, Tradeline would have
14 benefited as early as late 2017 if the tribunal ordered it or the funder to post security
15 in case the tribunal issued an award of costs against Tradeline, which Tradeline's
16 counsel should have reasonably predicted to amount to millions of dollars.

17 Similarly, Jess Smith and Boswell filed their joint motion to add the funder
18 as a judgment debtor in December 2018, approximately nine months ago. At that
19 time, Tradeline would have also benefited from the funder becoming financially
20 responsible for the judgment. In fact, in their reply brief in support of the motion to
21 amend the judgment, Jess Smith and Boswell stated:

22 It is unclear how Quinn Emanuel can oppose Defendants' efforts to add a
23 solvent party to the judgment against Tradeline without breaching its duty of
24 loyalty to Tradeline. Obviously, it is in Tradeline's interest for additional
25 parties to be added to the judgment.

26 Dkt. 104 at 5, fn. 3. Yet, during the hearing on that motion on April 1, counsel for
27 Tradeline confirmed that Quinn Emanuel represented the funder and Tradeline for
28 purposes of the motion. April 1, 2019 Transcript, 5:14-24. In response, counsel for

1 Jess Smith reiterated that it was difficult to understand how or why Tradeline had
2 any interest in opposing the motion because Tradeline stood to benefit from the
3 funder becoming a judgment debtor in December 2018 just as it does now. The
4 Ninth Circuit's affirmance of the judgment did not change the potential benefit to
5 Tradeline if the funder became a judgment debtor, and the motion presents no
6 explanation or authority in that regard.

7 For these reasons, even if there was a conflict between Tradeline and the
8 funder, it existed long before this motion and the Ninth Circuit's predictable
9 affirmance of the judgment such that it does not and cannot support a good cause
10 showing for the proposed withdrawal.

11 **B. Counsel For Tradeline's Recent Inability To Collect Fees And**
12 **Expenses Does Not Constitute Good Cause To Withdraw**

13 A lawyer is permitted to withdraw, among other unrelated circumstances,
14 only if the client "breaches a material term of an agreement with, or obligation, to
15 the lawyer relating to the representation, and the lawyer has given the client a
16 reasonable warning after the breach that the lawyer will withdraw unless the client
17 fulfills the agreement or performs the obligation." *Cal. Prof. Conduct, Rule*
18 *1.16(b)(5)*. The motion does not provide any authority to support the argument that
19 a client's inability to pay alone constitutes good cause for this Court to grant a
20 permissive withdrawal of counsel.

21 As stated in the motion's supporting declaration, counsel for Tradeline has
22 only not been paid its fees or expenses for several months. Surprenant Decl., ¶ 4.
23 At the conclusion of the arbitration proceeding, however, Tradeline's counsel stated
24 that Quinn Emanuel had been paid approximately \$2.5 million in fees as of March
25 19, 2018. Because Tradeline was always purportedly insolvent, its litigation funder
26 must have paid Quinn Emanuel's fees. The motion does not state how much
27 additional money the funder paid Quinn Emanuel after March 2018. In addition, in
28 the costs memorandum it filed in the arbitration proceeding, Quinn Emanuel

1 admitted that it represented Tradeline under a partial contingency fee arrangement,
2 meaning Quinn Emanuel stood to earn a portion of the \$300 million in damages
3 Tradeline alleged. In any event, Tradeline's counsel has received substantial fees
4 for its work in this case and its recent inability to receive payment should not
5 constitute a material breach of its retention agreement with Tradeline. The motion
6 also does not suggest that Tradeline is in material breach of the retention agreement
7 with its counsel, as required for the permissive withdrawal of counsel sought.
8 Nonetheless, after the claim proved unsuccessful, Quinn Emanuel now seeks to
9 withdraw, citing its inability to receive payment for several months as good cause
10 without disclosing the other facts surrounding its fee arrangement.

11 Tradeline's counsel seems to suggest that its recent inability to receive
12 payment is because "the funding agreement that was used to finance the litigation
13 has been exhausted." Counsel for Tradeline should not and cannot rely on the
14 funding agreement that they have refused to produce. Counsel for Tradeline offers
15 no evidence of how or why the funding agreement has been exhausted and, as a
16 result, Jess Smith, Boswell, and this Court have no ability to evaluate that
17 representation. Furthermore, in the motion, Tradeline, with the assistance of its
18 counsel, again failed to identify the funder. Accordingly, the Court should
19 disregard it for purposes of deciding this motion.

20 None of the three cases which counsel for Tradeline cites support their
21 argument either. *Lempert v. Superior Court (Campbell)*, 112 Cal.App.4th 1161
22 (2003) is distinguishable because it involved a criminal case where a defense
23 attorney was retained to represent the defendant only through preliminary hearing,
24 not through trial. After the preliminary hearing, the defense attorney moved to
25 withdraw and have the defendant referred to the public defender for representation
26 at trial. The trial court denied the motion and the Court of Appeal reversed. *Id.* at
27 1165-68. Counsel for Tradeline was not retained on a limited basis nor is this a
28 criminal proceeding. Furthermore, the *Lempert* Court, as well as the cases it cited,

1 explained that California law “establishes that the court has discretion to deny an
2 attorney’s request to withdraw where such withdrawal would work an injustice or
3 cause undue delay in the proceeding.” *Id.* at 1173. As explained above, that is
4 precisely the case here.

5 *Arch Ins. Co. v. Allegiant Prof. Bus. Servs.*, No. CV 11-1675 CAS (PJWx),
6 2012 WL 1745585, *1 (C.D. Cal. May 16, 2012) and *Pension Plan v. Yubacon Inc.*,
7 No. C-12-0473 DMR, 2014 WL 1101659, *2 (N.D. Cal. Mar. 18, 2014) are
8 unpublished cases and distinguishable. In *Arch* and *Pension Plan*, the Courts
9 granted the motions to withdraw based not only on the client’s failure to pay but
10 also on their failure and refusal to communicate with counsel. *Arch, supra*, 2012
11 WL 1745585, *1; *Pension Plan, supra*, 2014 WL 1101659, *2.

12 **C. Termination Under The Retention Agreement Does Not Constitute**
13 **Good Cause To Withdraw**

14 Tradeline is a corporate entity which cannot proceed in this case in pro per.
15 The motion is silent about any efforts to find replacement counsel for Tradeline.
16 Termination of the relationship between Tradeline and its counsel under the
17 retention agreement, without more, is not good cause to withdraw, and the motion
18 cites no authority to support such a proposition. Finally, Jess Smith and Boswell
19 will suffer irreparable prejudice and harm if the Court permits Tradeline’s counsel
20 to withdraw without substitute counsel because they will not be able to obtain
21 documents in Quinn Emanuel’s possession or conduct any of the authorized post-
22 judgment discovery, given that Tradeline is now a defunct Indian corporate entity
23 with no interest in participating further in this case.

24 **D. Tradeline’s Consent To The Withdrawal Does Not Constitute**
25 **Good Cause**

26 For the same reasons as immediately above, Tradeline cannot simply consent
27 to the withdrawal as a ground for the Court to grant the motion. As stated,
28 Tradeline is a corporate entity that cannot proceed in pro per, it has not filed a

substitution of counsel, and Jess Smith and Boswell will be significantly prejudiced if the Court permits its counsel to withdraw without substituted counsel.

V. CONCLUSION

The Court should deny the motion to withdraw for the reasons set forth in this opposition and its supporting declaration. At a minimum, even if the Court is inclined to grant the motion, the Court should defer doing so now, order Tradeline's counsel to first continue with the discovery process before Magistrate Judge Oliver, and comply with any resulting discovery orders, including the production of documents responsive to the requests. Otherwise, Tradeline and the funder will have successfully frustrated this Court's order permitting Jess Smith and Boswell to conduct post-judgment discovery to gather evidence to support a renewed motion to amend the judgment to add the funder as a judgment debtor.

Dated: September 9, 2019

STOEL RIVES LLP

By: /s/ Edward C. Duckers
Edward C. Duckers
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Attorneys for
Jess Smith & Sons Cotton, LLC

Dated: September 9, 2019

MUSICK, PEELER & GARRETT LLP

By: /s/ Dan Woods
Dan Woods
Adam M. Weg
Attorneys for
J. G. Boswell Company

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is One Wilshire Boulevard, Suite 2000, Los Angeles, CA 90017-3383.

On September 9, 2019, I served true copies of the following document(s) described as **DEFENDANTS JESS SMITH & SONS COTTON, LLC'S AND J. G. BOSWELL COMPANY'S JOINT OPPOSITION TO MOTION TO WITHDRAW AS PLAINTIFF'S COUNSEL** on the interested parties in this action as follows:

SERVICE LIST

Dominic Surprenant, SBN 165861 Paul Slattery, SBN 285291 QUINN EMANUEL URQUHART & SULLIVAN, LLP 865 South Figueroa Street, 10th Floor Los Angeles, California 90017-2543 Tel: (213) 443-3000 Fax: (213) 443-3100 <i>ds@quinnemanuel.com</i> <i>paulslattery@quinnemanuel.com</i>	Attorneys for Plaintiff TRADELINE ENTERPRISES PVT, LTD.
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1 I declare under penalty of perjury under the laws of the United States of America
2 that the foregoing is true and correct and that I am employed in the office of a member of
3 the bar of this Court at whose direction the service was made.

4 Executed on September 9, 2019, at Los Angeles, California.

5
6 /s/Mark Clark
7 MARK CLARK
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